



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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November 4, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

MEMORANDUM OF AGREEMENT FOR THE CHEMPACK PROJECT
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign the attached Memorandum of Agreement (Exhibit I) with the Department of Homeland Security and the Strategic National Stockpile Program. The purpose of this agreement is to set forth terms and conditions by which the Strategic National Stockpile (SNS) Program and the Centers for Disease Control and Prevention (CDC) will grant custody of nerve agent antidotes under the CHEMPACK Project to the County of Los Angeles at no net County cost.
2. Delegate authority to the Director of Health Services, or his designee, to amend existing agreements with hospitals and provider agencies, substantially similar to Exhibit II, that will serve as location sites for the CHEMPACK Project. The purpose of these amendments is to set forth terms and conditions by which the County of Los Angeles will hold location sites accountable for the CHEMPACK Project storage requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the requested action is to "forward" place a sustainable repository of nerve agent antidotes in locations throughout Los Angeles County, so that the antidotes can be immediately accessible for the treatment of victims of a nerve agent exposure. The agreement establishes responsibilities, commitments and authorities for managing and maintaining the federally-owned

CHEMPACK Project material and outlines the procedures for deployment, sustainment and long term management of a stockpile of nerve agent antidote material to be located in Los Angeles County. Attached for reference as Exhibit II is a copy of the Amendment to incorporate the Health Resources and Services Administration (HRSA) CHEMPACK Project requirements into existing National Bioterrorism Hospital Preparedness Program contracts. The third year HRSA Grant Award will be presented to the Board for approval later this month.

FISCAL IMPACT/FINANCING:

There are no net County costs for the CHEMPACK Project. Any costs incurred by participating provider agencies and/or hospitals will be at their own expense or funded through the HRSA grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On October 9, 2001, the Board approved a motion directing the County of Los Angeles Department of Health Services (Department) to take steps to ensure its ability to respond quickly and appropriately to acts of terrorism.

In March 2004, the CDC through its SNS program contacted the Department to participate in the CHEMPACK Project. The CHEMPACK Project is a new initiative that the Department of Homeland Security and the SNS program are implementing.

The CHEMPACK Project is a voluntary project allowing the forward placement of federally-owned nerve agent antidotes within states and bioterrorism project areas. The material will provide the County of Los Angeles with supplies of nerve agent antidotes, enhancing existing emergency response capabilities to a nerve agent event. The goal of this project is to increase the nation's preparedness against acts of terrorism involving nerve agents.

This nationwide project will begin deploying assets to the 50 states; the cities of Chicago and New York; Los Angeles County, Washington D.C. and the U.S. Territories and Commonwealths. The project is expected to take 24 months to complete. Los Angeles County, a high target area for terrorism, is identified in the first phase of this implementation plan.

County Counsel has approved the Memorandum of Agreement (Exhibit I) as to form.

CONTRACTING PROCESS:

A Memorandum of Agreement between the Department of Homeland Security and the County of Los Angeles is required for the implementation of this program.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The forward placement of nerve agent antidotes will enhance the capacity of the County of Los Angeles to respond to a nerve agent terrorism event.

The Honorable Board of Supervisors
November 4, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite", written over a horizontal line.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:amb

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3612

SUMMARY OF AGREEMENT

1. Type of Services:

Memorandum of Agreement for the CHEMPACK Project

2. Agency Name/Address/Contact Person:

Department of Homeland Security
Executive Office of the President
Washington, D.C. 20001
Telephone: (202) 456-1414

3. Term:

The term of the Memorandum of Agreement will be effective upon date of Board Approval and will remain in effect until the completion of the project, unless sooner terminated by either party upon a one year advance written notice.

4. Financial Information:

There are no net County costs for the CHEMPACK Project. Any costs incurred by participating fire departments and/or hospitals will be at their own expense or funded through the Health Resources and Services Administration (HRSA) grant.

5. Person Accountable for Program Monitoring:

Carol Meyer, Director, Emergency Medical Services

6. Approvals:

Emergency Medical Services: Carol Meyer, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Robert E. Ragland, Senior Deputy County Counsel

**MEMORANDUM OF
AGREEMENT (MOA)
BETWEEN
THE STRATEGIC NATIONAL STOCKPILE PROGRAM
AND
COUNTY OF LOS ANGELES**

1. **PARTIES.** The parties to this agreement are the Department of Homeland Security (DHS), the Strategic National Stockpile (SNS) Program, the Centers for Disease Control and Prevention (CDC) and the County of Los Angeles (County).
2. **AUTHORITY.** This agreement is authorized under provisions of the Code of Federal Regulations (CFR), Title 21, Vol. 9, pg. 34 - 40, US Government Printing Office, April 1, 2002; cite 21 CFR1301.71, 72, 73, 74, 75 and 76 and the CHEMPACK Project Plan, dated December 1, 2003.
3. **PURPOSE.** The purpose of this agreement is to set forth terms by which SNS and CDC will grant custody of the nerve agent antidotes under the CHEMPACK Project (herein referred to as "CHEMPACK") to the County.

CHEMPACK is designed to "forward" place sustainable repositories of nerve agent antidotes in locations throughout the United States so they can immediately be accessible for the treatment of affected persons. This agreement establishes responsibilities, commitments, and authorities for managing and maintaining the federally-owned CHEMPACK materiel; and outlines the procedures for the deployment, containment and long term management of a stockpile of nerve agent antidote materiel located in the **County**.

4. RESPONSIBILITIES:

County of Los Angeles Emergency Medical Services Authorities shall:

- a) agree to authorize breaking the CHEMPACK container seal and making use of the packaged products only when it is determined that an accidental or intentional nerve agent release has threatened the public health security of the community. Providing treatment to the American people after a nerve agent incident through CHEMPACK Project assets is very expensive. The project will remain economically feasible only if its materiel is used prudently and maintained under conditions that allow the SNS Program to extend its shelf-life in cooperation with the FDA. Therefore, the undersigned and its agents agree to maintain unbroken the seal on all CHEMPACK containers and use project materiel only when it determines that other means to save human life will not be sufficient. For instance, if a farmer is overcome by exposure to insecticides and can be saved by using local antidotes to treat the exposure or by a life-flight helicopter ride to a facility that has the antidotes, the

undersigned will elect that option in preference to breaking the seal of a CHEMPACK container and using its materiel (an action that would prevent the SNS Program from extending the shelf-life of unused materiel in the container).

- b) designate a single person to be the County-wide point of contact (POC) for CHEMPACK. (The designated person will be identified to the CDC Chempack staff assigned to County). Provide that individual's contact numbers during normal business hours and after hours (office phone, cell phone, pager, email and fax). Also, designate an alternate (APOC) to backup the County CHEMPACK POC, and provide corresponding contact information. This information shall be provided to the SNS Program within 30 days of the County decision to participate in CHEMPACK.
- c) notify SNS Program of any changes in contact personnel within one business day of assignment of a new POC / APOC.
- d) determine the quantity and type of CHEMPACK containers (EMS / Hospital), required to meet the needs of County and local first responders to respond to a nerve agent event, within stipulated budget constraints (see section 6), and provide this information to the SNS Program at least 60 days prior to expected fielding dates. Fielding dates are defined as: the dates coordinated between the County and the SNS Program for the actual delivery of CHEMPACK assets to local cache locations.
- e) provide the address of each cache storage location and ensure pre-coordinated access for SNS Program personnel to cache locations as needed to monitor CHEMPACK materiel and provide this information to the SNS Program at least 45 days prior to expected fielding dates.
- f) develop a County plan for CHEMPACK deployment, surveillance and maintenance operations. The plan should address: asset placement; distribution; coverage areas; procedures for control, authorization and use of CHEMPACK assets; access coordination procedures; submission of monthly reports and cost data.
- g) identify a pharmaceutical or medical professional with a Drug Enforcement Agency (DEA) registration at each cache storage location who will sign for and accept custody of the Scheduled IV narcotics and other pharmaceuticals in CHEMPACK containers. That person will be responsible for the storage and safeguarding of the DEA compliant container in the facility and ensure compliance with applicable local, County and Federal regulatory guidelines. The County POC must provide the custodian's name, license number and contact information two weeks prior to the scheduled delivery of a cache location. The SNS Program retains ownership of the CHEMPACK materiel and will ensure the integrity of the pharmaceuticals for the Shelf Life Extension Program (SLEP).
- h) provide cache storage locations of a suitable size; designed to provide adequate lighting, ventilation, temperature control; provide sanitation, humidity, space and

security conditions for storage of pharmaceuticals; and conform to the CHEMPACK storage standards listed in the CHEMPACK Project Plan, dated January 30, 2004. In general, the County shall:

- 1) provide a locked room or cage. The CHEMPACK container is constructed of Lexan® mesh and is approved by the Drug Enforcement Agency (DEA) for storage of Class IV controlled drugs. For this reason, there is no requirement for floor to ceiling construction. The purpose of the enclosed room or cage is to control access and ensure compliance with applicable Federal, State and Local pharmaceutical regulations.
 - 2) install an intrusion detection device, directed towards the CHEMPACK containers, to alert cache location security or pharmacy personnel of possible intrusion into the storage area. The sensor must be physically monitored on a 24-hour basis by security or pharmacy personnel. Cache location security managers will test the interior devices according to manufacturer specifications to ensure proper operation.
 - 3) ensure a minimum clearance of 72" aisles and 45" doorways to maneuver containers in and out of the storage location.
 - 4) provide a minimum of 50 sq. ft. of floor space per container at each cache location.
 - 5) ensure accessibility to CHEMPACK containers. CHEMPACK container dimensions are 64" long X 44" wide X 60.5" high and weigh 500 - 700 pounds.
 - 6) ensure CHEMPACK containers are stored in a climate-controlled environment with a thermostat that automatically maintains room temperature between 59 to 86 degrees Fahrenheit (15 degrees and 30 degrees Celsius). Humidity must be maintained below 60% to prevent visible mold growth.
 - 7) provide one dedicated data quality analog phone line per Sensaphone® (this line may not be a shared line).
 - 8) ensure one dedicated standard 120VAC, 60HZ, 10W, UL-listed power outlet and a back-up power source per Sensaphone® (uninterruptible power supply (UPS) or existing facility emergency generator is adequate).
 - 9) ensure each container is locked with a padlock and access to the key is limited; key control shall be the responsibility of the cache location pharmacy director.
 - 10) provide a fire detection and alarm device and, adequate fire suppression in accordance with applicable Federal, State and Local pharmaceutical regulations and fire codes.
 - 11) provide standard lighting to ensure CHEMPACK personnel can clearly see lot numbers and product expiration dates as required by applicable Federal, State and Local pharmaceutical regulations.
- i) ensure proper disposal of expired CHEMPACK medical materiel not in the SLEP program; upon materiel replacement by SNS Program personnel.
- j) conduct joint inventories with the CHEMPACK fielding team and sign for custody of CHEMPACK materiel upon initial placement and at least once every 18 months

thereafter (in accordance with applicable Federal and State regulations the person signing for custody must be a Registered Pharmacist or his / her designee). Persons assuming custody of CHEMPACK materiel must conduct monthly security checks to visually inspect SNS Program seals on the CHEMPACK containers.

- k) conduct quality control checks at each cache location to ensure the facility's climate is within acceptable environmental limits and submit a quality control (QC) report to document storage conditions at the cache location to SNS Program each month in accordance with CHEMPACK Project Plan.
- l) coordinate with County officials and emergency planning members for use of vehicles, freeway routes, and airfields for movement of CHEMPACK materiel authorized by this agreement.
- m) ensure storage facilities have the capability for the rapid movement of SNS Program materiel. This could include hydraulic lifts, forklifts, loading docks, or ramps.
- n) coordinate with SNS Program personnel (at least 48 hours prior to movement of CHEMPACK containers) to ensure the maintenance of proper security and environmental conditions for CHEMPACK materiel during any non-emergency movement (to include pre-positioning assets for special events). Movements of CHEMPACK materiel not specifically directed by the SNS Program shall be funded by the County.
- o) coordinate with appropriate law enforcement and fire agencies or departments to maximize CHEMPACK container security.
- p) provide a list of personnel with access to the CHEMPACK containers at each cache location to the SNS Program POC at the time of fielding, and update the list as necessary.
- q) ensure cache storage locations correct non-complying environmental conditions in a timely manner (usually within two hours). When conditions cannot be corrected within 12 hours, the CHEMPACK POC will coordinate with the CHEMPACK Logistics Team point of contact to move CHEMPACK container(s) to an acceptable location to safeguard the quality or security of the materiel. (See section 5b.)
- r) notify the CHEMPACK Logistics Team within two hours if a CHEMPACK cache storage location loses climate control. The Sensaphone® will send an alarm to the SNS Program's CHEMPACK Logistics Team. The CHEMPACK Logistics Team will request local authorities remedy storage conditions and provide data from the backup climate control monitoring system. If the backup system shows there was no deviation outside the accepted storage range, then the CHEMPACK Logistics Team will provide guidance on re-securing the CHEMPACK container(s). Any reports of materiel stored outside of the accepted storage range will be handled on a case-by-case basis. Outcomes could range from having the materiel remain in the

SLEP to removing the materiel from the SLEP program and forfeiting the long-term sustainability of the resource.

Department of Homeland Security, through the Strategic National Stockpile Program, CHEMPACK Project shall:

- a) establish a maximum number of caches the County may have in order to maintain acceptable cost savings under the Shelf Life Extension Program (SLEP).
- b) develop standardized container packages with a treatment formulary for patients exposed to nerve agents, using casualty exposure rates of 30% mild, 40% moderate, and 30% severe intoxication.
- c) deliver the CHEMPACK materiel to cache storage locations designated by the County; once the County has identified the required number and type of EMS or Hospital CHEMPACK containers (within the funding amount allocated in by the CHEMPACK Project).
- d) provide DEA approved storage containers to hold the materiel listed in enclosure 1. The CHEMPACK containers will be equipped with a padlock; a Sensaphone®; a back-up temperature monitoring system; instructions on how to read the back-up temperature monitoring system; and a SNS serial numbered container seal.
- e) provide an SNS Program fielding team to install the CHEMPACK containers at County designated cache locations, conduct a joint inventory with designated cache location personnel, and validate the operational status of CHEMPACK environmental and security monitoring equipment.
- f) ensure that Class IV controlled drugs are secured in a locked DEA approved CHEMPACK container, that monitoring devices are operational, and that designated pharmacy or medical professional with a DEA registration has inventoried and assumed custody of the materiel.
- g) retain ownership of all CHEMPACK materiel to ensure the integrity of the pharmaceuticals for the SLEP.
- h) provide resources and assets required to sample, restock, re-label, and dispose of CHEMPACK materiel subject to the SLEP.
- i) provide resources and assets required to perform surveillance and QA/QC of CHEMPACK assets over the life of the project.
- j) conduct periodic quality assurance and quality control inspections to verify inventory, storage conditions and security of CHEMPACK materiel.

5. POINTS OF CONTACT.

a) COUNTY:

- 1) Kay Fruhwirth, Chief of Disaster Management and Training, County of Los Angeles Department of Health Services Emergency Medical Services Agency; Voice (323) 890-7583, Fax: (323) 869-8065; E-mail: kfruhwirth@ladhs.org

b) SNS PROGRAM:

- 1) Patrick Nonnenmacher, Program Preparedness Branch, SNS Program representative; voice (404) 687-6564; Fax: (404) 687-6759 E-mail: pen3@cdc.gov
- 2) Ken Leighton-Boster, CHEMPACK Regional Coordinator; voice: (404) 687-6563; Fax: (404) 687-6758; email: ciy3@cdc.gov
- 3) Tony Nanes, CHEMPACK Logistics Team Lead; voice: (404) 639-5967; Email: afn6@cdc.gov
- 4) Brian Hall, CHEMPACK Logistics Team; voice: (404) 639-5276; Email: BHall@cdc.gov

6. OTHER PROVISIONS. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the DHS, CDC, and the SNS Program. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

- a) The SNS Program has allocated \$[INSERT AMOUNT] for the CHEMPACK Project in County (*excluding BT Cities as indicated*).
- b) Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement.
- c) Except as detailed in section four of this memoranda (SNS Program responsibilities), the SNS Program will not be responsible for any costs related to this agreement.
- d) The SNS Program is currently not funded to replace any CHEMPACK materiel used in response to an actual nerve agent incident. However, if such an event occurs, the SNS Program will assist the state or locality in attempting to secure federal funding to replenish / replace expended CHEMPACK materiel.
- e) Replacement of materiel lost due to natural disasters, accidents, or negligence will be negotiated between the County and the SNS Program.
- f) Once the County has broken the SNS seal on a CHEMPACK container the medical materiel in that container is no longer eligible for the SLEP program; however, it

remains property of the SNS Program.

g) CHEMPACK containers may be moved preemptively during County designated special events with the following stipulations:

- 1) The County CHEMPACK POC or backup must notify the SNS Program at least 48 hours prior to the preemptive movement of CHEMPACK containers. The notification may be made telephonically or in writing (electronic or paper) to the designated PPB representatives, the CHEMPACK Regional Coordinator; or CHEMPACK Project Manager.
- 2) The County shall ensure that environmental and security requirements outlined in section 4 are maintained throughout transport and preemptive deployment.
- 3) Any movement of CHEMPACK materiel not specifically directed by the SNS Program shall be funded by the County.

h) County and designated facilities may only store the materiel provided as part of the CHEMPACK Project in the SNS-provided containers. County-owned and SNS Program-owned nerve agent antidotes may not be co-mingled in storage containers since co-mingled storage will compromise the SNS Program's ability to maintain the materiel under the SLEP. However, there are no restrictions on storing County-owned materiel at the same cache location as the CHEMPACK containers.

7. EFFECTIVE DATE. The terms of this agreement will become effective upon date of Board approval.

8. MODIFICATION. This agreement may be modified upon the mutual consent of the parties. This agreement is made under the authority of section 311 of the Public Health Service Act, as may be amended from time to time (42 U.S.C. § 243).

9. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect until the completion of the CHEMPACK project. This agreement may be voided by either party at any time; however, the terminating party shall provide written notice to the other party at least one year in advance of the effective date of termination unless there is a critical failure to perform. The SNS Program will conduct a review of this MOA one year from date of last signature. Upon termination of this agreement all SNS Program equipment, related records, and/or other materiel generated by or for the CHEMPACK Project in furtherance of this agreement shall remain the property of the SNS Program.

APPROVED BY:

[Give the name and position of the official signing and dating for the DHS. If known, give the name and position of the official signing and dating for the other party.]

Department of Homeland Security

County of Los Angeles

Title

Title

Date

Date

MOA.amb
10/15/04

Enclosure 1 – CHEMPACK Container Content

	Unit Pack	Cases per Container	Units in Container
Mark 1 auto-injector Kits	240	11	2640
Atropine Sulfate 0.4mg/ml 20ml	100	1	100
Pralidoxime 1gm inj 20ml	276	1	276
Diazepam 5mg/ml auto-injector	150	4	600
Sterile water for injection (SWFI) 20cc Vials	100	2	200
NaCl 0.9% 100ml IV Piggyback Mix	96	2	192
IV Catheter, 20G, 1-1/4"	200	3	600
Sensaphone®	1	1	1
SATCO B DEA Approved Container (Split)	1	1	1
Estimated Cost Per EMS Container			\$70,058.66

	Unit Pack	Cases per Container	Units in Container
Mark 1 auto-injector Kits	240	2	480
Atropine Sulfate 0.4mg/ml 20ml	100	9	900
Pralidoxime 1gm inj 20ml	276	10	2760
Diazepam 5mg/ml auto-injector	150	1	150
Diazepam 5mg/ml vial, 10ml	25	26	650
Sterile water for injection (SWFI) 20cc Vials	100	28	2800
NaCl 0.9% 100ml IV Piggyback Mix	96	14	1344

IV Catheter, 20G, 1-1/4"	200	14	2800
Sensaphone®	1	1	1
SATCO B DEA Approved Container (Standard)	1	1	1
Estimated Cost Per Hospital Container			\$37,233.20

EXHIBIT II

Contract No. H-

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AND DISASTER RESOURCE CENTER AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

AMENDMENT NO. 2-B

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, reference is made to that certain document entitled
"HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AGREEMENT", dated
January 21, 2003, and Amendment No. 1-B, dated April 1, 2004, and
further identified as County Agreement No. H-_____, (hereafter
referred to as "Agreement"); and

WHEREAS, the parties among other things wish to extend the
Agreement term for an additional twelve (12) months, to and
including March 31, 2006, so that the parties may continue to
support County and Hospital activities related to readying
hospitals to deliver coordinated and effective care to victims of
terrorism and other public health emergencies.

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on April 1, 2005.

2. Subparagraph A of Paragraph 4, TERM AND TERMINATION, shall be revised to read as follows:

"A. This Agreement shall commence effective April 1, 2005, and it shall remain in full force and effect until March 31, 2006. In any event, County may terminate this Agreement in accordance with the Subparagraphs "B" and "C" of Paragraph 4, or either party may terminate the Agreement for any reason in accordance with the Subparagraph "D"." Contractor's obligations as set forth in the STATEMENT OF WORK shall survive the termination of the agreement as set forth herein.

3. Paragraph 6, BILLING AND PAYMENT, shall be revised to read as follows:

"6. BILLING AND PAYMENT: Payment for the Expanded and Disaster Resource Center activities identified in the Statement of Works will be provided in a lump sum to each participating facility"

4. Exhibit "A" dated (April 2004), "HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AND DISASTER RESOURCE CENTER AGREEMENT (HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS) STATEMENT OF WORK AMENDMENT NO. 1-B", shall be deleted in its entirety, and replaced with a new Exhibit "A" dated (April 2005),

"HOSPITAL BIOTERRORISM PREPAREDNESS EXPANDED AND DISASTER
RESOURCE CENTER AGREEMENT (HEALTH RESOURCES AND SERVICES
ADMINISTRATION FUNDS) STATEMENT OF WORK AMENDMENT NO. 2-B",
attached hereto and incorporated herein by reference.

5. Except for the changes set forth herein above, the
wording of Agreement and Amendment No. 1-B shall not be changed
in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title

Date
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By _____
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

EXHIBIT A

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
EXPANDED AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

AMENDMENT NO. 2-A

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) funding in the amount of Twenty-Six Thousand, Five Hundred Dollars (\$26,500) to off-set the cost of on-going staff training; (b) initial Decontamination Operations level training and annual refresher training for the decontamination team to prepare the team to handle ambulatory converging patients requiring decontamination; (c) ongoing consultation regarding decontamination team maintenance and decontamination capability plans; (d) funding in the amount of Ten Thousand Dollars (\$10,000) to off-set the cost of staff time in planning and participating in disaster exercises/drills; (e) Personal Protective Equipment (PPE) for infection control to include N95 masks, gloves, gowns and goggles; and (f) funding to off-set the cost of required renovations necessary to field a CHEMPACK cache (not to exceed Five Thousand Dollars (\$5,000), if selected as a CHEMPACK location.

II. HOSPITAL DELIVERABLES:

Hospital shall: (a) continue to store, secure and maintain PPE received in year one or year two and store, secure and maintain PPE for infection control received in year three and replace as needed to ensure a constant state of readiness; (b) identify hospital personnel to maintain a decontamination team

that provides coverage 24 hours a day, 365 days a year; c) arrange for ongoing training that will prepare the team to handle ambulatory converging patients requiring decontamination; (d) identify a Safety Officer to provide for the safety of the decontamination team; (e) have a respiratory protection program meeting OSHA requirements and provide medical monitoring of personnel to ensure safety of decontamination team members; (f) conduct team practice/refreshers training on at least a quarterly basis involving decontamination team members and conduct at least one (1) decontamination drill/exercise annually; (g) participate in exercises and drills in conjunctions with the County and annually participate in the Statewide exercises to ensure Hospital preparedness and maintain records of staff participation; (h) make available decontamination capabilities for patient medical care and treatment; (i) provide training to hospital staff in the areas of disaster preparedness with an emphasis on responding to terrorist events and maintain records of attendance; (j) participate in the hospital volume based surveillance program through the ReddiNet system; and (k) as a CHEMPACK location, secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met (Exhibit B).

NATIONAL BIOTERRORISM HOSPITAL PREPAREDNESS PROGRAM
DISASTER RESOURCE CENTER AGREEMENT
(HEALTH RESOURCES AND SERVICES ADMINISTRATION FUNDS)

STATEMENT OF WORK

2-B

I. HOSPITAL RECEIVABLES:

Hospital shall receive from the County: (a) funding being a minimum of Five Hundred and Twenty-Five Thousand (\$525,000). This funding will be used to purchase the following supplies and materials: replacement of outdated pharmaceuticals and any new pharmaceuticals that are identified to be placed on the cache, replacement of medical surgical supplies, a tent shelter with cots, tables, chairs, lighting, heating system and fan, isolation equipment for the tent shelter and other support equipment. Additionally, this funding will cover administrative and planning costs associated with the ongoing development of plans addressing surge capacity, relationships and procedures for responding to a terrorist event in a geographical area.

II. HOSPITAL DELIVERABLES:

Hospital shall: (a) continue to store, secure, and maintain ventilators and replace as needed to ensure a constant state of readiness; (b) store, secure, maintain a pharmaceutical cache based on agreed upon contents. A stock rotation plan to minimize expiration of supply will be established. Any outdated items that could not be rotated will be replaced; (c) store, secure and maintain a medical surgical supply cache based on agreed upon contents. Any outdated items that could not be rotated will be replaced; (d) establish policies and procedures

for the use of tent shelters and related equipment and ensure staff training in the set-up of the tents and equipment; and (e) maintain ongoing participation with community wide planning activities, to include cooperation with other hospitals, clinics and provider agencies within a geographical area. Planning will have an emphasis on responding to mass casualty terrorist events; and (f) as a CHEMPACK location, secure cache in a climate controlled environment and ensure all CHEMPACK location requirements are met.

The obligations set forth in subsection (a), (b), and (c) shall survive the termination of this Agreement and shall continue for the useful life of the ventilators, pharmaceuticals, and medical surgical supplies.

III. ACCESS TO EQUIPMENT:

Hospital shall provide County with the right of immediate access to the equipment as set forth in Section II, upon request.

Requirements for Cache Locations

Cache locations must be of a suitable size, designed to provide adequate lighting, ventilation, temperature, sanitation, humidity, space and security conditions for storage of pharmaceuticals. Specifically cache locations must meet the following:

Accessibility: The location must be accessible to 20' or larger trucks and emergency response vehicles. Each location should have a method for unloading the containers: loading docks, ramps, or forklifts are appropriate. The containers are on wheels; however they are very heavy and can weigh over 1,000 pounds. A freight elevator may be necessary if the cache location is upstairs.

Space: Each cache location must have a minimum of 50 square feet per container.

Mobility: Cache locations must have 72" aisles and 36" doorways for the movement of CHEMPACK containers. Be aware: carpets and other floor coverings may impede movement of the CHEMPACK containers.

Temperature/Environmental requirement: Room temperature must be continuously maintained between 59° and 86° Fahrenheit. CHEMPACK staff recommends a thermostat lock or other system to prevent tampering. The room must be designed to prevent the entry of rodents and/or vermin into the storage area. Humidity must be maintained below 60% to prevent visible mold growth. Storage locations should be away from employee break area where eating, drinking and smoking may create unsanitary conditions.

Electrical Power: A standard 120VAC, 60Hz, 10W, UL-listed power supply is required for each Sensaphone®. Each cache location must have automatic, 12-hour minimum back up or emergency electrical power for the Sensaphone®. The Sensaphone itself is equipped with 12-hour battery back-up. An uninterrupted power source (UPS) is minimally acceptable as a back-up power source. Potential cache locations equipped with back-up generators capable of maintaining temperature in the event of a power outage are preferred.

Analog Phone Line: Cache locations must have one (1) analog phone line for each Sensaphone®. Analog phone lines are the type used for fax machines.

Fire Suppression: Each cache location must have a fire suppression system. Automatic sprinklers are recommended but not required.

Monitoring: Cache locations must be physically checked monthly for continued compliance with all the above requirements. BT Project Areas must complete a monthly Quality Assurance Assessment Form (located in the forms section of this document) and email or fax the form to CHEMPACK Project personnel.

Environmental Response: Personnel must be available to respond to emergency environmental alarms or conditions within one hour from notification. BT Project Areas must provide CHEMPACK staff with current contact information for all cache locations prior to installation of the containers. The CHEMPACK Project personnel must be notified within 7 days of any changes in contact personnel.

Security

Security is a critical issue; pilferage and unauthorized access to pharmaceuticals is illegal and may substantially increase cost of the CHEMPACK program and potentially negate its utility. Diazepam, a schedule IV controlled substance, particularly presents a security concern. BT Project Areas are responsible for the custody of these

Exhibit B

controlled substances and must maintain security for CHEMPACK locations. The building, or at least the CHEMPACK storage room, must have controlled access. Additionally cache locations must have:

Alarms and Monitoring: Cache locations not physically having continuous monitoring (24 hours a day, 7 days a week) must have a security system. Motion detectors, contact sensors or other types of security systems may be used, but the system must be monitored at all times (24 hours a day, 7 days a week) and have notification abilities to contact designated responders should someone attempt to break into a cache location.

Security Response: Cache locations must have staff members designated to respond to any security alarm. The SNS Program must have current security contact information for all cache locations.

SNS Notification: Cache locations must contact CHEMPACK Project personnel as soon as possible when a container has been opened or compromised. As the containers have Sensaphone® attached, the SNS Program should receive an alarm when a container is opened; however, if the phone line is disconnected, the SNS Program will not be automatically notified.